

# UNOFFICIAL COPY

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QUIT CLAIM DEED IN TRUST

NOV 22 12 23

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, JOHN B. MURPHY and ALDONA A. MURPHY, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/100 \* \* \* and State of \* \* \* \* \* Dollars (\$ 10.00 ), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim unto FORD CITY BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 5th day of November 1977, and known as Trust Number 1943, the following described real estate in the County of Cook and State of Illinois, to-wit:

*Lot 7 (except the East 80 feet thereof) in Block 9 in C. Ruetter and Company Morgan Park Manor, being a subdivision in the Northeast quarter of Section 13, Township 37 North, Range 13 East of the Third Principal Meridian (except railroad right of way and streets heretofore dedicated) according to the Plat thereof recorded September 29, 1922 as Document 7662035 in Cook County, Illinois.*

Exempt under provisions of Paragraph 2, Section 4, Real Estate Transfer Tax Act.

SUBJECT TO November 22, 1977 J. Brian McDowne  
Date Buyer, Seller or Representative

TO HAVE AND TO HOLD the said real estate, with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to grant options to purchase, to sell any part of said real estate, to lease said real estate as often as desired, to contract to sell, to dedicate parks, streets, highways or alleys, and to locate any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant to purchase, to sell any part of said real estate with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust, and to grant to such successors in trust all of the title, estate, powers, and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in force on or after any date and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend such lease on any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions of any part of the reversion and to contract to sell, to grant options to lease and options to renew leases and options to purchase the whole or any part thereof at any time or times hereafter, in the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, any successor, in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or pledged, by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money interest or advanced on said real estate, or be obliged, to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Tolls of said county) relying upon or claiming under any such conveyance or other instrument, conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, (it) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument and (ii) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have taken proper steps to discharge and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the trust or trusts hereunder in trust.

This conveyance is made upon the express understanding and condition that neither the trust, nor its successor or successors in trust shall incur any personal liability of the subject to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of the deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or contracted by the Trustee in connection with said real estate may be enforced from time to time in the name of the trust hereunder under said Trust Agreement and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for its payment and discharge thereof. All persons and corporations who own or whatsoever shall be charged with notice of this condition from the date of recording for record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of persons claiming under them or any of them shall be only in the earnings, profits and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate in such, but only an interest in the earnings, profits and proceeds thereof as aforesaid, the institution hereof being to vest in said beneficiaries the entire legal and equitable title in fee simple, in and to all of the real estate above described.

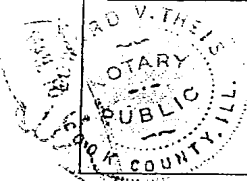
If the title to any of the above real estate is now or hereafter registered, the Registrar of Tolls is hereby directed not to require or note in the certificate of title or duplicate thereof, or memorial the words "in trust" or "upon condition" or "with limitations" or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said certificate or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered land is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives, and releases, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution of judgments.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 12th day of November, 1977.

John B. Murphy [SEAL] Aldona A. Murphy [SEAL]  
John B. Murphy [SEAL] Aldona A. Murphy [SEAL]

State of Illinois ) ss. EDWARD V. THEIS a Notary Public in and for Cook County, in  
County of Cook ) ALDONA A. MURPHY, his wife, JOHN B. MURPHY and



personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 12th day of November, 1977.  
Edward V. Theis  
Notary Public

MAIL TO: Ford City Bank  
7601 South Cicero Avenue  
Chicago, Illinois 60652

2556 West 105th Street, Chicago  
For information only insert street address of above described property.

This space for affixing Riders and Revenue Stamps

Document Number  
24205836

10:00 MAIL

**END OF RECORDED DOCUMENT**